

through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

9. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.
10. **INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Authority in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing, and received by the Authority at least five (5) days prior to the Bid Opening. Inquires shall be addressed to the Assistant Director, Purchasing Services and Asset Management Section. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders in the appropriate place on the Bid Form.
11. **DISPUTES:** Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the Authority.
12. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Authority. Further, all Bidders must disclose the name of any Authority employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
13. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

Preference shall be given to business with **Drug-Free Work Place (DFW)** programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Authority for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MBE wishing to participate in the Authority procurement process may contact the Purchasing Services Section for information and assistance.

PUBLIC ENTITY CRIMES - Pursuant to F.S. 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **BID EXEMPT:** Purchases shall not include items/services available at lower prices on other public entity or State of Florida contracts. The Authority reserves the right to bid separately any item/service if deemed to be in the best interest of the Authority.
15. **AWARDS:** As the best interest of the Authority may require, at its sole discretion, the right is reserved to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award and to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received; and may, at its sole discretion, request a re-bid. Bidders are cautioned to make no assumption until the Authority has entered into a contract or purchase order. NOTE: Bid tabulations will be furnished upon written request which includes an enclosed, self-addressed, stamped envelope. The award recommendation will be posted for review by interested parties at Purchasing Services for a period of five (5) calendar days. Failure to file a written protest to the Assistant Director of Purchasing Services within the time prescribed in the AUTHORITY'S Purchasing Manual, Section 10, shall constitute a waiver of proceedings. It is the Bidder's sole responsibility to ascertain the time of posting of the award recommendation. This may be accomplished by telephone, FAX, E-Mail or other means deemed timely by the Bidder.
16. **PROMOTIONAL PRICING:** In addition, bidder shall offer to the Authority during the contract period any item(s) offered on a "promotional" basis from the manufacturer. It will be the successful bidder's responsibility to monitor said item(s) and report any that are or will be offered at lower price.
17. **EEO STATEMENT:** The Authority is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.
18. **CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Palm Beach County, Florida.
19. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing Services and Asset Management Section at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The Authority reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the Authority.
20. **PATENTS AND ROYALTIES:** The Bidder, without exemption, shall indemnify and save harmless, the Authority, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its

option and expense, procure for the Authority the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Authority agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the Authority.
22. **ASSIGNMENT:** Any purchase order or contract issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Authority, through the Purchasing Services and Asset Management Section.
23. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, services, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
24. **FACILITIES:** The Authority reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bone fide place of business, and is a responsible Bidder.
25. **REPRESENTATION:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify upon request.
26. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid for the same work will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection. This provision is not meant to prohibit submission of alternate bids in separate sealed envelopes.
27. **ALTERNATIVES:** Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made by the Solid Waste Authority and such determination shall be final and binding upon all bidders.

Although the Authority provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the Authority. Such award may not necessarily be given to the lowest bid offered.

28. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the Authority's Purchasing Services and Asset Management Section. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
 29. **INDEMNIFICATION:** Contractor agrees to protect, defend, indemnify, and hold harmless the Authority, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Authority, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the Contractor, its employees, or agents, arising out of or connected with this Agreement. The Contractor shall not be required to indemnify the Authority or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the Authority, or its agents, employees or representatives.
 30. **ANNUAL APPROPRIATIONS:** The Authority's obligation to pay under this contract is contingent upon annual appropriations.
 31. **PUBLIC RECORDS:** Upon award recommendation or ten (10) days after bid opening, whichever is earlier, any material submitted in response to this invitation to bid will become a "public record" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Authority reserves the right to make any final determination of the applicability of the Public Records Law.
 32. **UNCONTROLLABLE FORCES:** Neither the AUTHORITY nor AWARDED BIDDER(S) shall be considered to be in default of this Bid/Contract/Purchase Order if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Bid/Contract/Purchase Order and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Bid/Contract/Purchase Order.
- NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

SPECIAL TERMS AND CONDITIONS
TRACK REBUILDING AND REPAIR
SWA Bid No. 10-08/PF

33 PURPOSE

The purpose of this solicitation to establish a contract to obtain firm prices for the purchase of Track Rebuilding and Repair in conjunction with the specifications within this solicitation.

34 PRE-BID CONFERENCE, MANDATORY

All interested parties are invited to attend a **MANDATORY PRE-BID CONFERENCE ON MONDAY, NOVEMBER 23, 2009** commencing at 10 AM at the SWA Equipment Maintenance Facility located at 6255 North Jog Road, West Palm Beach, FL 33412.

At this time, the Authority's representative will be available to answer questions and explain the intent of this Invitation to Bid. Any suggested modifications may be presented in writing to, or discussed with the Authority's representative(s) as possible addenda to the Invitation to Bid.

35 AWARD, ALL OR NONE

Award will be made on an "All-or-None Total Offer" basis.

Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions contained herein. All items will be awarded to a single bidder, therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. **It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one items does not meet such specifications the entire bid will be disqualified. The technical description for the product entered on the bid form must match the description exactly as it appears on the submitted product specification sheet with no deviation. If not, the bid will be deemed non-responsive.**

The Authority reserves the right to make a primary and secondary award. The lowest bidder meeting specifications, terms and conditions shall be the primary awardee. The next lowest bidder meeting specifications, terms and conditions shall be the secondary awardee. The Authority will give the primary contractor first opportunity to perform all available work. If the Authority at its sole discretion determines the primary Contractor cannot respond in time or has not submitted a competitive estimate the secondary contractor will be contacted to submit an estimate to perform the required work. Failure to respond to requests for competitive job estimates on a timely basis on three (3) consecutive occasions will be grounds for cancellation of bidder's contract.

The Authority reserves the unqualified right, in the Authority's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept the Bid which, in the Authority's judgment, will under all circumstances, best serve the public interest.

36 OPTION TO RENEW FOR (2) ADDITIONAL YEAR(S) (With Price Adjustment):

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the Authority shall have the option to renew this contract for an additional two (2) year period on a year-to-year basis. Prior to completion of each exercised contract term, the Authority may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index – Urban Wage Earners, Miami-Fort Lauderdale, Fl.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the Authority will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment.

The Authority reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is an Authority prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Authority.

37 ESCALATION CLAUSE

The Solid Waste Authority acknowledges the fluctuating nature of prices for manufacturer of parts as specified. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

- 1 Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
- 2 Receipt of proper notification, to Purchasing, twenty-one (21) days prior to the effective date. These upgraded price lists or catalogs are to be forwarded to the Authority, Attn.: Purchasing Department with a request in writing for price change. Vendor shall deliver copies of these same price lists or catalogs to all Authority Departments as indicated by the Purchasing Department.

- 3 Where all prices shall have remained firm a minimum of 180 calendar days after effective date of contract.
- 4 All price increase(s) and decreases(s) to be approved by Purchasing Services.

38 BID SUBMITTAL

One (1) manually signed original and one (1) photocopy of the bid must be sealed in one package. The bidder's name, return address, date and time of bid opening, the bid number and title must be clearly annotated on the outside of the package. Bids not conforming to the instructions, terms and conditions provided herein may be subject to disqualification at the sole option of the Authority.

39 F.O.B. POINT, DELIVERED, MAINTENANCE

The F.O.B. point within Palm Beach County shall be indicated on the purchase order. Bid responses showing other than F.O.B. destination will not be accepted. It is anticipated that delivery location will be the Authority's Equipment Maintenance Facility at 6255 North Jog Road, West Palm Beach, FL 33412. Pickup and delivery will be at no additional charge.

40 ASSEMBLY AND/OR PLACEMENT

All items must be completely assembled when delivered to the Authority.

41 INFORMATION AND DESCRIPTIVE LITERATURE, ALL BIDDERS

Bidders must furnish all information requested in the space provided on the bid form, if any. Further, each bidder must submit with his proposal or within three (3) days of request, descriptive literature and complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements may be subject to rejection.

42 INSURANCE REQUIRED, GENERAL, SERVICE, DELIVERY, ETC.

The Bidder shall not commence work on any Authority Property until all insurance required as stated herein has been obtained and such insurance has been approved by the Authority.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Bidder shall furnish certificates of insurance to the Authority's Risk Management Section prior to the commencement of services. The certificates shall clearly indicate that the Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with insurance requirements as stated herein, and that no change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Authority. Non-compliance with the foregoing

requirements shall not relieve the vendor of their liability and obligations under this contract.

The Bidder shall maintain commercial liability insurance in the amount of \$1,000,000 per occurrence including products/completed operations.

The Bidder shall maintain comprehensive automobile liability insurance in the following amounts:

Bodily Injury and/or	\$ 500,000 each occurrence
Property Damage	\$ 500,000 aggregate
or	
Combined Single Limit	\$ 500,000 each occurrence/aggregate

These limits are to protect the Bidder and the Authority from claims for damage, which may arise from general operations or from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the vendor or by anyone directly or indirectly employed by the vendor.

The Bidder shall maintain Workers Compensation insurance as per statutory requirements and Employers Liability limits no less that \$500,000 per occurrence each accident; \$500,000 policy limit disease; \$100,000 disease,- each employee.

ALL insurance other than Worker Compensation shall specifically include the Authority as an "Additional Insured".

43 INVOICE INFORMATION, TRACK REPAIR

Invoices submitted as a result of this Bid must contain the following information.

1. Purchase Order or Blanket Order number.
2. Bid Number and Lot.
3. Itemized parts and labor costs per Bid prices.
4. Indication of list Price, Discount and Discounted Price if applicable.
5. Description of applicable track system along with hours run as of repair date, repair date, cause of repair/replacement (i.e. required P. M., system component failure, Solid Waste Authority damage or abuse, new rebuilt system, etc.)
6. Date of last service if applicable.
7. Total billed against this track system top date.
8. Maximum cost per hour per your bid.

44 METHOD OF ORDERING

Items shall be ordered via individual purchase orders or blanket purchase orders on an “as needed” basis.

45 POST AWARD MEETING

Within five days after receipt of notification of award of bid, successful bidder (hereinafter referred to as the Contractor) shall meet with representative(s) to discuss job procedures and scheduling.

Contractor shall contact Matt Chapman at (561) 687-2991 to arrange meeting.

46 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all political subdivisions under the same conditions, for the same prices and the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political subdivision to rebid any or all items.

47 QUALIFICATION OF BIDDERS, SERVICE/CONSTRUCTION

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with his bid or within three (3) days of request:

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. List of equipment and facilities available to do the work.

Failure to submit the above requested information with bid or within three (3) days of request may be cause for rejection of your bid. Information previously submitted to the Authority in response to another Invitation to Bid shall not satisfy this requirement.

48 QUANTITY, ESTIMATE PER TIME PERIOD

The Authority reserves the right to increase or decrease total quantities as required. Total quantities ordered during the next twelve (12) month(s) will be approximately \$175,000.00. This figure is an estimate only.

49 TIME FOR COMPLETION OR DELIVERY, COMMENCEMENT AND COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract.

By submitting a bid, Bidder, if awarded a contract, agrees to begin work not later than two (2) days after notification, and to proceed with the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure its completion within five (5) days after starting work.

50 CANCELLATION, WITH CAUSE

If either product or service does not comply with specifications as stated herein or fails to meet the Authority's performance standards, the contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

TECHNICAL SPECIFICATIONS

**TRACK REBUILDING AND REPAIR
SWA 10-08/PF**

Bidders are required to supply prices for each component of the track systems listed. Awarded Contractors will be responsible for periodic inspection of the track systems. Contractors must submit written maintenance recommendations to the Authority's Equipment Maintenance Staff for tracks that require any type of maintenance including turns. The Authority will purchase components at bid prices for the purpose of doing in-house track system maintenance. Rebuilt and exchange parts will be acceptable.

Prices are to be for track systems which have been removed from the equipment. Track core or track to be repaired will be picked up and delivered, at no additional cost, to the Authority's Equipment Maintenance Facility. In the event the bidder is required to remove the track system (and install), they may charge at the hourly rate bid.

Performance:

At the Authority's request a written quotation shall be given in accordance with bid pricing, prior to beginning job. Written estimate shall be provided within 48 hours or two (2) working days, if requested. In no case will the cost for completed track repair exceed quotation.

Response Time:

Response time to be within two (2) days of request, for on-site repairs and for equipment to be picked up at Solid Waste Authority locations and repaired at vendor shop. Repair turnaround time is to be no more than five (5) days after starting work. Turnaround time may be extended with prior approval from Equipment Maintenance.

Equipment:

Contractor shall provide a complete list and description of all equipment available to provide the required service. All Equipment needed to perform the required work shall be furnished by the Contractor at no additional cost to the Authority.

		Comply		
		Yes	No	<u>If no, Explain</u>
1)	All hardware MUST be Grade 8 or better.	___	___	_____
2)	All sealed and lubricated track assembly must be vacuum tested, oil-filled, and warranty must be provided, not to have any dry joints.	___	___	_____

		Comply		
		Yes	No	<u>If no, Explain</u>
3)	All work (including pick-up & delivery) MUST be accomplished within five (5) working days after starting work.	_____	_____	_____
4)	Quotation MUST be submitted within two(2) working days of request by the Authority.	_____	_____	_____
5)	Bidder MUST indicate manufacturer/brand of repair components to be used in track rebuilds and repairs. EXCHANGE IS ACCEPTED	_____	_____	_____
6)	Bidder MUST make periodic inspections of the track systems by appointment every 60 days (See attachment #1) and submit written maintenance recommendations to the Authority's Equipment Maintenance Staff. Inspections to be provided at no cost.	_____	_____	_____

DRUG-FREE WORK PLACE FORM

TRACK REBUILDING AND REPAIR

SWA Bid # 10-08/PF

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

DATE

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

**Track Rebuilding and Repair
SWA Bid # 10-08/PF**

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood, or acts of God that the Solid Waste Authority of Palm Beach County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which may threaten public health and safety, as determined by the Solid Waste Authority of Palm Beach County. Vendor/contractor agrees to rent/sell/lease all goods and services to the Solid Waste Authority of Palm Beach County or any other government entity as opposed to a private citizen, on a first priority basis. The Solid Waste Authority of Palm Beach County expects to pay a fair and reasonable price not to exceed those quoted in this bid for all products in the event of a disaster, emergency or hurricane. Vendor/contractor shall furnish a 24-hour phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

X

Signature

Print Name

Print Title

EMERGENCY/24 HOUR PHONE NUMBER(S): _____

Office Phone Number: _____ Home Phone Number: _____

Beeper/Cellular Number: _____ **FAX Number:** _____

Nearest Branch Office Phone Number: _____

and Location: _____

Other out of Area Branch Office Locations and Phone Numbers:

